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ABSTRACT

This statement of understandings sets forth the various provisions of board policy of the St. Louis Community College that are applicable to full-time faculty employees. Provisions in this statement were discussed between an administrative committee appointed on behalf of the district and a committee representing the Junior College District-National Education Association. The 32 articles in the agreement relate to recognition and rights of the union; board and management rights and responsibilities; discussion procedures and impasse; nondiscrimination; personnel files; personal and academic freedom; outside employment for full-time employees; faculty responsibilities and workload; conference attendance; evaluation; transfer and retraining; minimum qualifications for academic rank; advancement on the salary schedule; full-time faculty salary schedule; overload compensation and summer salaries for full-time faculty; special problems, independent study, and low enrollment courses; employee insurance and annuity; faculty promotion in academic rank; dues and payroll deductions; paid and unpaid leaves of absence; retirement; employment of family members and educational benefits for employees and their families; faculty grievance process; reduction in force; non-renewal of contract; dismissal; resignations; working conditions; and a savings clause. (JMC)

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STATEMENT OF UNDERSTANDINGS

RELATING TO

PROVISIONS OF BOARD POLICY

APPLICABLE TO

FULL-TIME FACULTY

THE ST. LOUIS COMMUNITY COLLEGE

1989 - 1991

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Prepared as the Result of Discussions Between and Recommendations of Representatives of:

ST. LOUIS COMMUNITY COLLEGE

and

THE JUNIOR COLLEGE DISTRICT-NATIONAL EDUCATION ASSOCIATION

TC 900 396

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INTRODUCTION

The following understandings have been reached by representatives of the St. Louis Community College and the Junior College District-National Education Association. Certain of these statements are identical to existing Board Policies or Procedures, while other statements constitute recommended changes or additions to existing Policies or Procedures. The joint representatives hereby submit these statements to the Board of Trustees of the St. Louis Community College for consideration, and the representatives recommend their acceptance, to constitute Board Policy. It is recognized that these statements will also be presented by the Junior College District-National Education Association to their membership for consideration, but that the decision as to adoption of the statements as Board Policy is solely that of the Board of Trustees.

ST. LOUIS COMMUNITY COLLEGE REPRESENTATIVES

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Date of Signing

JCD-NEA REPRESENTATIVES

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Date of Signing

PREAMBLE

The purpose and intent of this Statement of Understandings is to set forth various provisions of Board Policy of the St. Louis Community College that are applicable to the full-time faculty employed by the College. Existing Board policy provisions and other applicable procedures not expressly included in this statement are considered in full force and effect unless specifically contrary to a provision included in this Statement.

Provisions set forth in this Statement of Understandings previously have been discussed between an Administrative Committee appointed on behalf of the Junior College District of St. Louis/St. Louis County (hereinafter referred to as "the College"), and a committee representing the Junior College District-National Education Association (hereinafter referred to as "the Association"), and both committees have recommended acceptance of such provisions to constitute Board Policy. The Statement is the result of a mutual belief by the Administration of the College and the Association that good faith discussion is a sound means to express a joint desire to continue to provide quality education and to maintain high standards of academic excellence, while giving legitimate expression and effect to proper concerns of the faculty.

Representatives of the College and the Association have committed themselves to fully open and honest communication and to the principles of mutual consultation and discussion in areas of joint and appropriate concern. The intent of such discussions is to arrive at concurrence for recommendations to be presented to the College Board of Trustees for their acceptance.

It is the intent of the representatives of the College and the Association that the Board Policies incorporated in this Statement will, upon approval by the Board, remain in effect at least through June 30, 1991, subject to applicable law, the rights of the Board of Trustees, and the limited reopener provision described in Article IV. The Association recognizes the legal right of the Board of Trustees to change policy at any time. Subject to its right to make immediate changes deemed necessary by the Board the Board acknowledges that the joint interest of both the faculty and the Administration would, except in other than exceptional circumstances, normally best be served by advance submission of any proposed changes in any specific provision in this Statement of Understandings to the discussion procedures set forth in Article IV of this Statement.

ARTICLE I

RECOGNITION

The College, pursuant to Board Policy provision 3.20, has recognized the right of the full-time faculty to choose its own representative organization to carry on good-faith discussions in matters relating to the wages, hours and working conditions of faculty members - subject, however, to the constitutional right of individual employees to communicate with the Board of Trustees and to petition for redress of grievances. In accordance with the Resolution adopted January 11, 1982, the Board of Trustees of the College recognizes the Association as the representative of the full-time faculty of the College, and it is the exclusive representative organization so recognized. Further, the Board has directed the Chancellor and/or his designees as the representative of the Board of Trustees to carry on good faith discussions with representatives of the Association in matters relating to the wages, hours and working conditions of such faculty members - subject, however, to the constitutional right of individual employees to communicate with the Board of Trustees and to petition for redress of grievances. The intent of these discussions is to arrive at concurrence and to have mutually agreed to understandings jointly recommended to the College Board of Trustees for adoption.

ARTICLE II

ASSOCIATION RIGHTS

A. The College recognizes that the Association and its members shall not be discriminated against in the use of College campus facilities and equipment. The Association and its representatives shall have the right to make use of College campus buildings and facilities at reasonable times when such buildings and/or facilities are not otherwise in use. The College may require reasonable advance written registration for use of such buildings or facilities, and is authorized to charge for all added costs above those of normal operations.

B. The College shall provide a glass enclosed bulletin board on each campus, exclusively for the use of the Association, at a place mutually agreed to between the Association and the College. Official notices and other matters relating to the Association may be posted on such bulletin boards by the Association. The Association also may apply for the use of existing nonexclusive bulletin boards at the separate campus locations, through normal application procedures, and there shall be no discrimination against the Association or its members in authorizing their proper use of such bulletin boards. The Association may secure the bulletin board in a reasonable manner.

C. The Association may use the College internal mail service and faculty mail boxes for appropriate communications to faculty members.

D. Names, campus addresses and campus telephone numbers of all College faculty members shall be provided without cost to the Association, within a reasonable time after the beginning of the contract year. The same information will be provided in regard to faculty members hired during the contract year, without cost to the Association, within a reasonable time following their employment.

E. Authorized representatives of the Association shall be permitted to transact official Association business on College property at all reasonable times as long as official business of the College is not disrupted.

F. The College will provide one office space for the Association at a campus to which the President of the Association is assigned as of the commencement of the fall semester. The location of the office is to be designated by the College.

G. The Association may nominate three (3) full-time faculty members for consideration by the College for appointment as part of the faculty component of each of the following campus-wide committees: Promotion, sabbatical leaves, extended and released time. A faculty member may only be nominated to a committee at his/her campus and may not be nominated for more than one committee. The College shall appoint one (1) of the three (3) nominated faculty members to each of the specified committees on each campus, provided that none of the three nominees has been selected to the committee through another available process.

ARTICLE III

BOARD AND MANAGEMENT RIGHTS AND RESPONSIBILITIES

It is recognized that the Board of Trustees has the final responsibility and legal authority to determine and change policies and procedures relating to the faculty, within its discretion, and that nothing contained in this Statement of Understandings is to be construed as abdicating any of such rights, duties and responsibilities. Further, it is recognized that the College continues to retain all existing management rights and prerogatives, including the right to establish, promulgate or change any procedures or practices that are not contrary to a provision in this Statement, and to exercise such other management rights as are not explicitly limited by this Statement.

ARTICLE IV

DISCUSSION PROCEDURES AND IMPASSE

The Board of Trustees, the Administration, and the Association acknowledge that the welfare of the students and the maintenance of a high-caliber learning environment at the St. Louis Community College is paramount to the College, and such goals are to be promoted by the Board, the Administration, and the faculty, within the resources available to the College.

While final responsibility and authority as to matters of wages, hours, and working conditions of the faculty remain vested solely in the Board of Trustees, it is the policy of the Board to seek an exchange of views between the Association, representing the faculty, and the College to assist the Board in reaching its ultimate determinations as to these matters. In order to implement this policy, the following procedures are established to provide an orderly process of receiving appropriate input from both the College and the Association, and hopefully concurrence between representatives of both the College and the Association as to recommendations to the Board.

A. Faculty members have the right to join, or not to join, the Association or any other organization seeking to represent them on matters relating to wages, hours and working conditions. Membership in any such organization shall not be required as a condition of employment.

   Any full-time faculty member may present a proposal relating to faculty wages, hours, or working conditions to the Association for consideration. The Association shall not discriminate against faculty members based upon Association membership in determining whether to present any legitimate faculty proposal to the Administration and/or the Board of Trustees. Faculty members retain all applicable legal rights to present appropriate proposals directly to the College and/or Board.

B. The Board supports good-faith discussions between representatives of the Association and of the College, and anticipates that such representatives will exchange and discuss appropriate proposals relating to faculty wages, hours, and working conditions, with the goal of obtaining concurrence between the representatives as to recommendations on provisions to be

included in this Statement of Understandings. It is anticipated that the first discussion meeting will be held before the end of the fall semester of each academic year with the exact date of that meeting and future meetings established by mutual agreement between the representatives of the Association and the College. Both the representatives of the Association and the representatives of the College recognize that understandings between them agreed to through the discussion process are only tentative, and that the Board has ultimate authority to determine Policy. If the Association and the College reach tentative understandings and accord in regard to all provisions being discussed in the meet-and-confer process, the understandings will be reduced to writing and shall be submitted by the Association for ratification vote to the applicable faculty members. It is further recognized that such tentative understandings will not be submitted to the Board as joint recommendations until and unless the Association obtains appropriate approval of the entire Statement of Understandings, as it was tentatively agreed upon, from the faculty membership of the Association. In addition to making copies of the Statement of Understandings, as approved by the Board, available to all full-time faculty members, the College will provide twenty-five (25) extra copies of the applicable Statement of Understandings to the Association at or near the beginning of the Fall semester.

C. In the event that the jointly submitted and recommended Statement of Understandings is not approved by the Board in its entirety, the Board may adopt as Board Policy such portions of it as the Board chooses to adopt, or the Board may refer all or portions of the Statement back to the representatives of the College and of the Association for further discussion, consideration, and recommendations. If the Board does not refer the Statement or any portion of it back to the joint representatives, no further discussions between the representatives relating to the Statement need to be held during the applicable current College year.

D. In the event that by May 1 of the College year in which the discussions commenced, or after a referral by the Board for further discussions, the representatives of the College and the representatives of the Association do not reach concurrence upon the entire Statement of Understandings to be submitted to the Board, including economic items, or if the Association does not by such date obtain appropriate approval of the Statement as tentatively agreed upon, representatives of either the College or the Association may declare an impasse in discussions. An impasse is declared by giving written

notification of impasse to an appropriate representative of the other discussion team. An impasse may be declared earlier than May 1 by mutual written agreement between the College and the Association.

E. Upon declaration of an impasse, the Board will arrange to have the respective positions of the Association and the College presented to them by the respective representatives of the Association and College at an Executive Board session for the Board's consideration. The Board may adopt as Policy such portions of the respective recommendations of the College and the Association as it may elect to adopt, or it may refer all or portions of the matters under consideration back to the representatives for additional joint discussions, hopefully leading to concurrence and joint recommendations. The Board may instruct the representatives to seek mediation assistance from the Federal Mediation and Conciliation Service (FMCS) for the additional joint discussions.

F. While it is anticipated that the discussion procedures set forth in this Article IV would normally be followed prior to making changes in Board policies applicable to the full-time faculty, the Board is not obligated to do so. Relevant and appropriate matters may be referred by the Board for joint discussion between representatives of the College and of the Association during the College year for which the Statement is applicable, even after the Statement of Understandings has been adopted as Board Policy. The applicable provisions of paragraphs A, B, C, and D of this Article IV shall govern any such referral for additional discussions.

G. It is understood that, during the stated period covered by this Statement of Understandings, neither representatives of the College nor of the Association may reopen discussions to revise, eliminate, or add to any provisions of this Statement of Understandings, nor require reopening discussions with the other party relating to any other matter concerning wages, hours or working conditions of the faculty, whether or not expressly covered by this Statement, with the following specific exceptions: Either the College or the Association may open discussions for the purpose of possible addition of a new Article covering matters relating to Individualized Faculty Development, and for the purpose of possible revision of specified provisions of Article XIX (employee insurance and annuity), Article IX

(limited to issue of preferences or priorities, if any, as to selection for overload and summer teaching positions, including faculty from other campuses of the College), and Article XXIV (retirement), plus one additional Article if there is mutual agreement to reopen, with any agreed upon changes to be effective at the end of the first year of the Statement of Understandings. [Insurance to be considered by the same process in effect in prior years.] In order to initiate the reopeners, written notice to the other party of a desire to reopen discussions on one or more of these five Articles, must be given between October 1 and October 15, 1989.

H. Either party may utilize the services of outside consultants to assist in discussions including attendance at, and participation in, joint sessions.

I. To keep the Board informed as to the respective positions of the College and the Association and as to the progress of discussions, the Board may, within its discretion, request the Association and/or the College to present a progress report to the Board at a Board executive session in any year in which discussions are being held between the parties.

J. By mutual agreement between the College and the Association, representatives of the Association and the College may meet during the stated period covered by the Statement of Understandings to attempt to resolve issues of interpretation of this Statement of Understandings that may arise.

ARTICLE V

NONDISCRIMINATION

A. The College strongly subscribes to the philosophy of equality of opportunity for all persons regardless of race, creed, color, sex, religion, national origin, ancestry, handicap, age or political affiliation with respect to employment.

B. The College shall not discriminate against any faculty member on the basis of membership in or the failure to join the Association or any other employee union organization. Faculty application forms and oral interview procedures shall not refer to membership in or preference for the Association or any other employee union organization.

ARTICLE VI

PERSONNEL FILES

A. There will be only one official personnel file on an employee at the location where he/she works and only one official personnel file on the employee at the College Center, plus the faculty evaluation system file. Each faculty member may review the entire contents of his/her official personnel and evaluation files during normal office hours. An officer of the Association may, at the written request of the faculty member, accompany him/her in such a review. The review shall be conducted in the presence of the administrator(s) or designee responsible for the safekeeping of their personnel file. Faculty members shall have the right to obtain a copy of the contents of their official personnel and evaluation files.

B. The person or persons who draft and/or place material in a faculty member's personnel file shall sign the material and signify the date on which such material was drafted and placed in the file.

C. A faculty member shall have the opportunity to attach his/her own comments to any derogatory material placed in his/her personnel file. Any derogatory material placed in an employee's personnel file and not shown to a faculty member within twenty (20) work days after receipt of and placing the material in the file shall not be allowed as evidence in any grievance, evaluation or in any disciplinary action against such employee.

D. College employees carrying out the official functions of the College are entitled to access to personnel files.

E. A faculty member may place materials in his/her evaluation file. Voluminous materials may not be placed in such files, but a summary sheet referencing such materials may be placed in the file.

F. Derogatory materials that may have been placed in a faculty member's official personnel file, but which were never utilized as a basis of any warning notice, corrective counseling, or disciplinary action of any kind against the faculty member, may not be utilized by the Board or any advisory arbitrator as a progressive basis for any subsequent disciplinary action against the faculty member, after such material has been in the file for five (5) years.

ARTICLE VII

PERSONAL AND ACADEMIC FREEDOM

The College endorses the principle of academic freedom. The College further states as follows:

A. The College desires to foster in its students a respect for differing points of view and supports the faculty's freedom to present controversial issues relevant to course subject matter.

B. The College will not condone student or faculty actions which deprive other students or faculty of their rights, and the College will not interfere with a faculty member's legitimate exercise of freedom of speech or of other constitutional rights.

C. The College acknowledges a faculty member's right to properly and fairly control the learning environment in the classroom, and the College recognizes that while legitimate due process rights of students must be preserved, faculty members also have a right to properly protect the classroom environment from disruptive student conduct or activities that are deleterious to the learning process.

D. The College will inform the faculty of the College procedure for implementing C above, and make available to the faculty the College guidelines for handling of student complaints, within one (1) month of the commencement of the semester.

ARTICLE VIII

OUTSIDE EMPLOYMENT FOR FULL-TIME FACULTY

The Board of Trustees recognizes that many faculty wish to undertake outside employment and that some of these activities may enhance the faculty member's professional development. Full-time faculty of the College are subject to the following parameters of permissible outside employment:

A. The primary work obligation of full-time faculty members is to the College. The assignment and scheduling of faculty shall be at the discretion of the College.

B. A full-time faculty member of the College may engage in outside employment only if, in the reasonable judgment of the administration, the outside employment does not:

   1. Occur at a time when the faculty member is assigned or expected to perform his/her assigned duties;

   2. Diminish the faculty member's efficiency or attention in performing his/her primary work obligation at the institution.

C. All regular or continuing outside employment of a full-time faculty member of the College during the faculty member's contract year must be reported prior to beginning such employment.

D. Full-time outside employment during the contract year is in conflict with paragraphs A and B (1) and (2).

E. This policy does not apply to outside employment undertaken by a full-time faculty member during periods outside of his/her contract year, except that no such faculty member may engage at any time in outside employment that constitutes a conflict of interest. Teaching a course at another college does not necessarily constitute a conflict of interest. A faculty member may utilize the grievance procedure (Article XXVI) to dispute an adverse decision made by the College against the faculty member based upon the College's determination that a conflict of interest exists.

ARTICLE IX

FACULTY RESPONSIBILITIES AND WORKLOAD

A. Faculty Definitions

The faculty are those members of the certificated staff, including department chairs, who are assigned responsibilities for instruction, student services or in instructional resources for not less than 50% of their total assignment and who are compensated on the basis of the full-time faculty salary schedule. Unless otherwise specified, faculty are compensated on a ten (10) month schedule for a contract year of thirty-six (36) full service weeks. Faculty will be governed by provisions in the individual faculty contracts. Faculty may be one of the following:

1. Probationary

   All full-time faculty with three (3) years or less of satisfactory service to the College will be on probationary status and receive annual probationary contracts during that time. Probationary faculty will be subject to nonrenewal of contract on an annual basis. During this probationary period, extensive administrative analysis and evaluation of their professional performance will take place.

2. Continuing

   Upon the approval of the Board, continuing faculty status will be granted after completion of three (3) years of satisfactory full-time service. Continuing status will entitle the faculty member to reemployment each year at no less than the last annual salary received, subject to provisions of dismissal and reduction in force.

3. Temporary

   Temporary faculty are those whose appointments are within the following categories: Short-term substitutes, one semester or one academic year only, or externally funded. The employment of all temporary faculty will automatically expire at the

stated time. No notice of nonrenewal will be required or given. Temporary faculty will not be eligible for continuing faculty status, regardless of length of service. A temporary faculty member who has been continuously employed by the College on a full-time basis for at least four (4) years, and who is deemed by the College to have performed satisfactorily, will be considered, on a preferential basis, for a potential permanent opening in the position in which he/she had been employed as a temporary faculty member if regular nonexternal funding becomes available so as to enable the College to create an additional permanent position. Temporary faculty who move to permanent positions without a break in service will receive credit for years or semesters of service from their original date of full-time employment, but will be on probationary status as outlined above.

B. Full-time Faculty Duties and Responsibilities

1. Faculty load involves the sum of all activities in which a college teacher is expected to be engaged that are related to professional duties and responsibilities.

2. For full-time instructional faculty, these duties and responsibilities normally include:

a) formal course contact teaching hours;
b) preparation and planning for instructing assigned classes in accordance with course objectives;
c) preparing and correcting examinations and other student work assignments;
d) scheduling student conferences to review individual student progress;
e) assistance in student academic advisement;
f) participation in departmental selection of course texts, instructional equipment, library books and non-print resource materials;
g) participation in departmental development, evaluation and revision of course objectives and outlines, instructional strategies, and systems of evaluation of student learning.

In appropriate departments, course preparation includes maintaining or preparing equipment, arranging for expendable supplies for laboratories, shops and studios, and supervising laboratory assistants, when authorized.

Other responsibilities or assignments of full-time instructional faculty may include:

a) participation on other departmental, divisional, campus and college-wide committees;
b) appropriate assistance to part-time faculty;
c) assistance in student recruitment, job placement or transfer placement;
d) sponsorship of student activities, groups or clubs;
e) attendance at faculty meetings and institutional ceremonies or meetings;
f) participation in community activities.

Faculty are expected to remain current with their instructional fields or disciplines through a planned program of professional development activities and to update and revise their course outlines and materials to reflect changes in content and/or methodology.

The College reserves the right to assign other normal professional responsibilities as may be appropriate.

3. For full-time Counselors, these assigned duties and responsibilities may include:

a) personal counseling including referrals to appropriate specialists or agencies;
b) career counseling including assessment and assistance in career choice and program/course selection;
c) transfer counseling including goal setting and interpretation of articulation requirements;
d) assistance in academic advising;
e) general orientation counseling;
f) student recruitment activities and admissions counseling;
g) instruction of personal development courses or related workshops and seminars;
h) appropriate assistance in job placement and follow-up of current and former students;
i) counseling related to student retention;
j) assessment, diagnostic testing, and interpretation of results.

Other responsibilities of full-time counselors may include:

a) liaison with instruction departments or programs within the College;
b) liaison with local high schools and collegiate institutions;
c) maintaining appropriate records of counseling activities;

d) participation on departmental, divisional, campus and college-wide committees;
e) sponsorship of student activities, groups or clubs;
f) attendance at faculty meetings and institutional ceremonies or meetings;
g) participation in community activities.

Counseling faculty are expected to remain current in the counseling field through a planned program of professional development activities and should develop methods for evaluating the counseling process.

The College reserves the right to assign other normal professional responsibilities as may be appropriate.

4. For full-time faculty in Instructional Resources assigned to Library Services, these duties and responsibilities may include:

a) reference and circulation assistance to students, staff, faculty and community users;
b) evaluation and selection of materials for the library collection;
c) preparation of bibliographies;
d) planning, organizing and conducting formal and informal library use instruction, and general library orientation;
e) assisting faculty in materials selection for current and new programs;
f) assisting in the general supervision and maintenance of the library catalogs and facilities;
g) consultation with classroom faculty on the integration of library services into the learning process.

Other responsibilities of full-time Library Service faculty may include:

a) evaluation of library policies and procedures and assessment of library usage;
b) supervision and training of nonprofessional staff;
c) participation on departmental, divisional, campus and college-wide committees;
d) sponsorship of student activities, groups, or clubs;

e) attendance at faculty meetings and institutional ceremonies or meetings;
f) participation in community activities.

Library service faculty are expected to remain current in the Library services field and in assigned subject fields through a planned program of professional development activities.

The College reserves the right to assign other normal professional responsibilities as may be appropriate.

5. For full-time faculty in Instructional Resources assigned to Library, Media or Television Services, these duties and responsibilities may include:

a) providing leadership to instructional faculty in the design, development and utilization of media resources, including instructional television;
b) coordinating the selection and acquisition of commercially prepared media materials;
c) coordinating the scheduling and use of audio-visual equipment and materials;
d) coordinating graphic, photographic, audio and video production;
e) maintaining the catalog of nonprint materials;
f) supervising the maintenance of inventory of media equipment;
g) designing, maintaining and supervising media facilities and studios;
h) providing consultation and instruction in media technology and television;
i) assisting in the design of media-based instructional systems;
j) providing appropriate evaluation and assessment of media and television services.

Other responsibilities of full-time Media and Television Services faculty may include:

a) supervising and training of nonprofessional staff;
b) development and coordination of long-range media planning;
c) participation on departmental, divisional, campus and college-wide committees;
d) sponsorship of student activities, groups, or clubs;
e) attendance at faculty meetings and institutional ceremonies or meetings;
f) participation in community activities.

Media and Television Services faculty are expected to remain current in media and television services through a planned program of professional development activities.

The College reserves the right to assign other normal professional responsibilities as may be appropriate.

C. Faculty Staffing Guidelines and Workload Policies

The following definitions of staffing guidelines, the work year, work week and teaching loads reflect the faculty's responsibilities and functions with respect to service to students, the College and the community.

1. Staffing Guidelines

The guidelines for determining the number of full-time teaching faculty positions at each campus shall be as follows:

a. The average of the Fall and Spring census date credit hours enrollment shall be divided by 375.

b. Subject to the availability of funds, the guideline number of full-time teaching faculty positions shall be 75 percent of the number of a) above, plus additional full-time positions to provide for released or assigned time for departmental administration, intercollegiate coaching assignments and other special circumstances.

2. Work Year

The normal full-time faculty contract year will consist of thirty-six (36) full service weeks, normally scheduled to begin no earlier than August 15th and to end no later than May 31st of each regular academic year, unless otherwise specified in the academic calendar adopted by the Board of Trustees. For instructional faculty, at least thirty four (34) of these thirty-six (36) weeks will be for formal instruction and final examinations/ student evaluations, in accordance with the academic calendar.

3. Work Week on Campus

It is recognized that instructional faculty members meet a significant part of their responsibilities, such as class preparation and professional development, off campus. However, formal teaching or support responsibilities, plus the need to be available for work with students and with other college staff, require the faculty member's presence on campus for a significant time period each week.

Therefore, in addition to their assigned teaching responsibilities, exclusive of overload, full-time instructional faculty are to schedule no less than ten (10) approved hours per week on campus for student consultation and assistance, normally spread over five (5) days per week for each of the thirty-four (34) instructional service weeks. During the two (2) other service weeks, instructional faculty are expected to be on duty and available to be assigned to assist in student recruitment, advising and registration, and to perform other professional responsibilities, such as course preparation.

Other full-time faculty members, such as those in counseling, library and media services, will be scheduled for a normal work week of a minimum of thirty-five (35) hours.

D. Teaching Loads for Instructional Faculty

1. The normal teaching load for full-time instructional faculty shall consist of an average of fifteen (15) credit hours per semester or thirty (30) credit hours per academic year, except for special conditions listed below:

   a. In cases where English Department faculty are teaching three (3) or more approved composition/writing courses, the normal teaching load shall consist of twelve (12) credit hours per semester or twenty-four (24) credit hours per academic year, provided there are at least three (3) additional scheduled student conference hours per week above and beyond the normal amount specified in C 3 of Article IX and provided the class-size average for said composition/writing courses is at least twenty-four (24).

b. In cases involving studio teaching, where class contact hours exceed credit hours, the contact hours per semester will not exceed an average of twenty (20) class-contact hours per semester or forty (40) class-contact hours per year, even if fewer than fifteen (15) credit hours per semester are produced.

c. In cases involving multiple-hour laboratory instruction in science, physical education, home economics and/or engineering technology, the laboratory-hour portion will be equated to credit hours on the basis of three (3) laboratory hours being equivalent to two (2) credit hours.

d. In cases involving activity-type teaching, including Physical Education, where class contact hours exceed credit hours, the contact hours per semester will not exceed an average of twenty-two (22) class-contact hours per semester or forty-four (44) class-contact hours per year, even if fewer than fifteen (15) credit hours per semester are produced.

e. In cases involving a substantial number of clinical or open-lab teaching hours, such as in Nursing and Allied Health areas, where class-contact hours exceed credit hours, the normal load will consist of an average of thirty (30) hours per week of combined teaching and/or student conference hours.

f. In cases involving trade and industry skill training, the normal load will not exceed thirty (30) contact hours per week.

g. In Business Education, where class-contact hours often exceed credit hours, the normal load shall not exceed an average of twenty (20) class-contact hours per semester or forty (40) class-contact hours per year, even if fewer than fifteen (15) credit hours per semester are produced.

h. In cases involving large lecture teaching in standard credit courses, additional workload credit will be granted in accordance with the following table:

Number of Students in Class As Of Census Date	2 Cr. Hr. Class	3 Cr. Hr. Class	4 Cr. Hr. Class	5 Cr. Hr. Class
42 or less	2	3	4	5
43 - 59	2-2/3	4	5-1/3	6-2/3
60 - 76	3-1/3	5	6-2/3	8-1/3
77 - 92	4	6	8	10
93 - 109	4-2/3	7	9-1/3	11-2/3
110 +	5-1/3	8	10-2/3	13-1/3

One (1) one-hour classroom/lecture presentation is equated as one (1) credit hour.

2. All full-time teaching faculty will normally be assigned full teaching loads each semester, unless there are specific reductions for nonteaching assignments approved by the campus President within administrative guidelines adopted by the College for such reduction. If full teaching loads are not available, faculty members may be assigned other approved hourly responsibilities in order to provide a full workload, on the basis of forty (40) hours per semester being the equivalent of one semester credit hour.

3. Instructor credit hours for team-teaching assignments are computed as follows:

   Regular credit-hour allocation for the class based on the classroom or lecture-hall formula--plus 25% for each instructor over first instructor--divided by number of instructors team teaching--equals individual instructor credit-hour allocation. In no team-teaching assignment will the total number of faculty credit hours allocated exceed 50% more than the faculty credit-hour allocation if the course were taught by one instructor.

4. Formula for Nonteaching Assignments.

The following formula was derived on the basis of one workload contact hour per 30 hours for maximum assigned time for coaching:

SPORT	WEEKS IN SEASON	NBR. OF EVENTS	CONTACT HRS/SEASON MEN	WOMEN	COMBINED
Baseball	16	30	11	-	-
Basketball	24	30	16	16	-
Cross Country	12	10	8	8	10
Golf	12	12	7	7	-
Judo	6	8	4	4	-
Soccer	12	18	9	9	-
Softball	16	30	-	11	-
Tennis	12	17	8	8	10
Track(Indoor/Outdoor)	24	20	16	16	20
Volleyball	12	24	-	9	-
Wrestling	25	18	16	-	-

E. Additional Compensation for Faculty

The maximum credit-hour overload per instructor/non-teaching faculty member will be eighteen (18) hours or the equivalent of these per year, including the academic year, summer sessions, and the intersessions. Overload hours are counted beginning with the summer sessions, the academic year, and finally, the intersession. All assignments of academic year overload, and for summer sessions and intersession positions, are within the discretion of the College. The campus Presidents may, as they may deem to be in the best interest of the College, coordinate efforts to consider qualified full-time faculty members for vacant overload and summer teaching positions on another campus, but all assignments of overload and summer teaching positions remain within the absolute discretion of the College.

1. Overload for Faculty During the Normal Employment Year

a. Full-time faculty shall receive payments for overload during the regular academic year either for approved teaching beyond the normal credit or contact hours or for approved large group instruction as defined in this Statement of Understandings or for specific approved non-teaching assignments beyond normal teaching contact hours.

b. Compensation for overload shall be based upon the appropriate salary schedule for overload for full-time faculty. In cases where a fall semester overload may be balanced out or averaged as normal load via an underload in the spring semester, overload payment will be delayed to the spring semester until such time as the year's average is ascertained.

c. Overload payments shall be based upon credit hours in excess of fifteen (15) per semester or thirty (30) per academic year or contact hours in excess of those stated above.

d. For approved nonteaching assignments above and beyond normal teaching credit or contact hours, overload compensation shall be approved by the campus Presidents on a project basis, using the general guideline of forty (40) hours per week or the accumulative equivalent for one semester credit hour of overload.

e. Workload for Mentors Teaching Telecourse

Workload credit for mentors teaching telecourses will be granted as overload in accordance with the following table:

No. of Students	2 Cr. Hr.	3 Cr. Hr.	4 Cr. Hr.
55 or less	2	3	4
56- 73	2-2/3	4	5-1/3
74- 91	3-1/3	5	6-2/3
92-109	4	6	8
110-127	4-2/3	7	9-1/3
128-145	5-1/3	8	10-2/3
146-163	6	9	12
164 +	6-2/3	10	13-1/3

2. Extended Time for Faculty in Intersessions and Summer Sessions

a. Instructional full-time faculty who are employed to teach in intersessions or summer sessions beyond the normal employment year will be compensated on the basis of the appropriate Salary Schedule for Extended Time and Summer Sessions.

b. Full-time faculty involved in approved non-teaching assignments above and beyond the thirty-six (36) full service weeks of the normal faculty contract year shall be compensated on the basis of the Full-Time Faculty Extended Time Salary Schedule. Compensation shall be based upon academic rank pay scales in effect during the current fiscal year for work performed prior to the start of the regular summer session; work performed after the start of the regular summer session will be based upon the pay scale in effect for the summer session and ensuing academic year. Those approved for promotion in academic rank for the ensuing academic year will be compensated on the basis of their present academic rank for work performed prior to the start of the regular summer session. For work performed after the start of the regular summer session, their new academic rank shall be the basis for compensation.

c. Compensation for nonteaching assignments shall be based upon payment for one semester credit hour for each forty (40) hours of work, not to exceed forty (40) hours per week.

3. Vocational Education Certification

Appropriate full-time faculty members who teach courses in Career Programs which are approved for reimbursement by the State Department of Education and counselors who are designated as vocational education counselors are strongly encouraged to meet the certification requirements upon which such funding is contingent. Effective with the 1976-77 academic year, all such faculty members receiving initial full-time appointments are required to meet state vocational education certification requirements and to obtain certification.

F. Department Chairs

It is recognized that full-time faculty members selected as Department Chairs will perform various duties and responsibilities as faculty members and as set forth in this Article IX and will perform various additional administrative duties and functions outside of the work-load responsibilities applicable to the faculty covered by this Statement of Understandings. Administrative duties, responsibilities and requirements for Department Chairs shall continue to be governed by applicable Board Policies and Procedures, and Department Chairs are not considered to be faculty members under this Statement of Understandings when they are acting in their respective administrative capacities. Released/extended time compensation for department chairs and program coordinators shall not be a part of this Statement of Understandings, and such compensation shall not be included as a part of the total full-time faculty compensation package presented to the Board pursuant to this Statement of Understandings.

G. Formulation of Faculty Schedules

1. Faculty members shall be consulted as to teaching schedules and work assignments prior to such assignments.

2. Faculty members will not normally be required to teach continuously for more than three (3) consecutive lecture hours or six (6) consecutive contact hours.

3. A faculty member shall not normally be required to teach an 8:00 a.m. class on a day following one in which he/she taught a class continuing beyond 6:00 p.m.

4. A faculty member shall not be required to teach as part of their regular load a class continuing beyond 6:00 p.m. on a day in which s/he is assigned an 8:00 a.m. class.

5. No faculty member will be required to work during any noncontractual period including intersession or summer school.

6. No faculty member will normally be required to accept overload except where necessary to avoid an underload.

7. No faculty member will normally be scheduled for classes in excess of five (5) days per week for his/her normal teaching load.

H. Summer Compensation

Summer compensation for full-time faculty shall be based on the summer time/extended time salary.

ARTICLE X

CONFERENCE ATTENDANCE

Absence from the College for purposes of conference attendance must be approved by the Chancellor, Vice Chancellors, or College Presidents. The College may require Board of Trustees approval for attendance at a conference extending more than five (5) working days.

ARTICLE XI

EVALUATION

A. The evaluation of faculty shall be in accordance with the procedures for the evaluation of faculty as set forth in the Faculty Evaluation System Manuals, dated August 1981.

B. The College may revise the evaluation procedures and shall notify and consult with the Association during the development of and prior to implementing any such revisions.

C. The College will evaluate probationary faculty each year. One-third of the continuing faculty will be evaluated each year. In the other two years in which a continuing faculty member is not evaluated by the College, it is recommended that the continuing faculty member complete a self-evaluation, on an optional basis, in accordance with the evaluation procedure manual.

ARTICLE XII

TRANSFER AND RETRAINING

A. Transfer

The College reserves the right to transfer a faculty member to another campus or location. A faculty member may voluntarily transfer to another campus when a full-time vacancy is identified by the campus administration and when such a transfer is agreed to by the receiving campus. A faculty member who is transferred either voluntarily or involuntarily on an administrative basis will retain his/her seniority and all benefits and rights based on seniority.

A faculty member who is transferred to another campus as an alternative to reduction in force or offered a recall based on a transfer will retain seniority rights.

B. Consideration Prior To Involuntary Transfer

When enrollment seriously declines within a department on a campus to such an extent that full-time loads cannot be scheduled for all faculty in that department, the administration, within its judgment, will consider the feasibility of such alternatives as the following, prior to involuntarily transferring a faculty member to another campus for his or her full workload:

1. Use of standard credit community service assignments as part of load;

2. Normal faculty attrition;

3. Voluntary early retirement;

4. Splitting of a full workload assignment between two or more campuses;

5. Non-employment of part-time and/or termination of probationary staff, subject to program continuity and instructional specialization considerations, and limits established by staffing guidelines;

6. Retraining.

C. Retraining

When enrollment seriously declines in a department on a campus, the College shall explore and encourage voluntary retraining opportunities for full-time faculty members in other areas. Full-time faculty members may apply for sabbatical leaves or retraining leaves, or unpaid leaves of absence, for the purpose of retraining.

ARTICLE XIII

MINIMUM QUALIFICATIONS FOR ACADEMIC RANK

A. Instructor

Master's degree in the subject field,

or

A Master's degree with at least thirty (30) approved graduate semester hours in the subject field and related fields,

or

For Specialized Career Fields

1. Bachelor's Degree with major in subject field and two (2) years' full-time college teaching experience, and one (1) year of related full-time work experience,

or

2. Bachelor's degree with major in subject field and four (4) years' full-time related work experience,

and

3. State vocational education teaching certificate.*

To qualify under specialized career fields, the applicant must meet item 3 where applicable in addition to 1, or 2.

NOTE: *Required of faculty receiving initial full-time appointments as of the 1976-77 academic year.

B. Assistant Professor

Forty-five (45) approved graduate semester hours in the subject and related fields*, including a Master's degree and four (4) years of full-time college teaching experience,

or

Forty-five (45) approved graduate semester hours in the subject and related fields*, including a Master's degree and six (6) years of full-time related work experience,

or

An earned doctorate in the subject field and two (2) years of full-time college teaching experience,

or

Alternatives for Specialized Career Fields only:

1. Bachelor's degree with major in subject field and three (3) years' related full-time work experience** and fifteen (15) approved graduate semester hours in the subject field and four (4) years' full-time college teaching experience,

or

2. Bachelor's degree with major in subject field and four (4) years' full-time related work experience** and four (4) years' full-time college teaching experience,

or

3. Bachelor's degree with major in subject field and ten (10) years' related full-time work experience**,

and

4. State vocational education teaching certificate.***

To qualify for alternatives for specialized career fields, the applicant must meet either 1, 2, or 3 and 4 where applicable.

NOTES: * Approved undergraduate semester hours taken in-service and in-service training programs may be substituted for five (5) of these hours.

** One year of this experience may be earned in-service through an approved part-time or summer activity or equivalent.

*** Required of faculty receiving initial full-time appointments as of the 1976-77 academic year.

C. Associate Professor

Sixty (60) approved graduate semester hours in the subject and related fields*, including a master's degree and eight (8) years' full-time college teaching experience,

or

Sixty (60) approved semester hours in the subject and related fields*, including a Master's degree and ten (10) years' full-time related work experience,

or

An earned doctorate in the subject field and six (6) years' full-time college teaching experience,

or

Alternatives for Specialized Career Fields Only:

1. Master's degree with major in subject field and

four (4) years' related full-time work experience**, and eight (8) years' full-time college teaching experience,

or

2. Bachelor's degree with major in subject field and eight (8) years' full-time related work experience** and eight (8) years' full-time college teaching experience,

and

3. State vocational education teaching certificate.***

To qualify for alternatives for specialized career fields, the applicant must meet either 1, or 2, and 3 where applicable.

NOTES: * Approved undergraduate semester hours taken in-service and in-service training programs earned prior to August 1983 may be substituted for ten (10) of these hours. Such hours earned after August 1983 shall not apply for promotion eligibility.

** Two (2) years of this experience may be earned in-service through an approved part-time or summer activity or equivalent.

*** Required of faculty receiving initial full-time appointments as of the 1976-77 academic year.

D. Professor

1. Seventy-five (75) approved graduate semester hours in the subject and related fields*, including a Master's degree and twelve (12) years' full-time college teaching experience,

or

2. An earned doctorate in the subject or related fields and ten (10) years' full-time college teaching experience,

or

For Specialized Career Fields:

1. Master's degree with major in subject field and fifteen (15) approved additional graduate semester hours in the subject and related fields and six (6) years' full-time related work experience**, and eleven (11) years' full-time college teaching experience,

or

2. Bachelor's degree with major in subject field and thirty (30) approved additional graduate semester hours in the subject and related fields and ten (10) years of related work experience** and twelve (12) years' full-time college teaching experience,

and

3. State Vocational education teaching certificate.***

To qualify for specialized career fields, the applicant must meet item 3 where applicable in addition to 1 or 2.

NOTES: * Approved undergraduate semester hours taken in-service and in-service training programs earned prior to August 1983 may be substituted for fifteen (15) of these hours. Such hours earned after August 1983 shall not apply for promotion eligibility.

** Three (3) years of this experience may be earned in-service in an approved part-time and summer activity or equivalent.

*** Required of faculty receiving initial full-time appointments as of the 1976-77 academic year.

ARTICLE XIV

ADVANCEMENT ON THE SALARY SCHEDULE

Faculty members may advance on the salary schedule for the academic rank they hold, up to the maximum for their rank. Such advancement as may be approved by the Board will be based upon evaluation of satisfactory service and upon the recommendation of the College President and Chancellor.

ARTICLE XV

FULL-TIME FACULTY SALARY SCHEDULE

	INSTRUCTOR 1989-1990	1990-1991
A	25,632	27,277
B	26,157	27,802
C	26,682	28,327
D	27,207	28,852
E	27,732	29,377
F	28,257	29,902
G	28,782	30,427
H	29,307	30,952
I	29,832	31,477
J	30,357	32,002
K	30,882	32,527
L	31,407	33,052
M	31,932	33,577
N	32,457	34,102
O	32,982	34,627
P	33,507	35,152

	ASSISTANT PROFESSOR 1989-1990	1990-1991
A	29,507	31,152
B	30,132	31,777
C	30,757	32,402
D	31,382	33,027
E	32,007	33,652
F	32,632	34,277
G	33,257	34,902
H	33,882	35,527
I	34,507	36,152
J	35,132	36,777
K	35,757	37,402
L	36,382	38,027
M	37,007	38,652
N	37,632	39,277
O	38,257	39,902
P	38,882	40,527
Q	39,507	41,152

	ASSOCIATE PROFESSOR 1989-1990	1990-1991
A	33,632	35,277
B	34,367	36,012
C	35,102	36,747
D	35,837	37,482
E	36,572	38,217
F	37,307	38,952
G	38,042	39,687
H	38,777	40,422
I	39,512	41,157
J	40,247	41,892
K	40,982	42,627
L	41,717	43,362
M	42,452	44,097
N	43,187	44,832
O	43,922	45,567
P	44,657	46,302
Q	45,392	47,037
R	46,127	47,772

	PROFESSOR 1989-1990	1990-1991
A	39,272	40,917
B	40,139	41,784
C	41,006	42,651
D	41,873	43,518
E	42,740	44,385
F	43,607	45,252
G	44,474	46,119
H	45,341	46,986
I	46,208	47,853
J	47,075	48,720
K	47,942	49,587
L	48,809	50,454
M	49,676	51,321
N	50,543	52,188
O	51,410	53,055
P	52,277	53,922
Q	53,144	54,789
R	54,011	55,656

NOTES: (1) Salaries quoted are for services rendered during the regular college year of two (2) full semesters as determined by the Board of Trustees when establishing the calendar for the college year.

(2) Full-time faculty members who are employed by the College during the 1989-90 academic year for at least one complete semester will be eligible for the same applicable salary step movement on the 1990-91 schedule which is granted to full-time faculty members who serve the entire academic year. Full-time faculty members who serve for a period of less than one complete semester during the 1989-90 academic year will not be eligible for the salary step movement granted to full-time faculty members who served the entire academic year.

(3) The step salary schedule refers only to the academic year indicated, and is not designed nor does it provide for automatic annual movement. Advancement of one or more steps on the salary schedule in any year is based upon the criteria set forth in Article XIV of this Statement of Understandings and the Board's discretionary determination in any year as to whether sufficient funds are available to provide for any increases.

(4) The steps are placement positions for individual full-time faculty members and placement on any step does not necessarily relate to years of service with the College.

(5) Upon promotion of a full-time faculty member from one academic rank to a higher rank, the faculty member will be placed at the salary step in the rank to which he or she has been promoted, that is closest to, but not less than, in actual dollar salary amount, the prepromotion salary of the promoted faculty member. In no instance shall a promoted faculty member receive less than he or she would have received in his or her current rank if the faculty member had not been promoted, but instead had received any applicable movement or adjustment increase in his or her current rank.

ARTICLE XVI

OVERLOAD COMPENSATION FOR FULL-TIME FACULTY
For Standard Credit Hour Courses

Faculty Rank	Rate Per Semester Credit Hr.		Rate Per Semester Contact Hr. or Equiv.	
	Fall 1989	Fall 1990	Fall 1989	Fall 1990
Instructor	$506	$521	$337	$347
Assistant Professor	582	599	386	398
Associate Professor	674	694	448	461
Professor	755	778	503	518

NOTES: (1) Full-time faculty will be compensated for overload teaching during the regular academic year on the basis of the rates established above, in accordance with their regular academic rank. These rates shall apply from the beginning date through the ending date of the academic year.

(2) Services other than instruction will be remunerated on the basis of one (1) credit hour for each one full week's work, defined as forty (40) clock hours.

(3) Full-time faculty on overload are expected to be available for additional scheduled hours on campus for student conferences, above and beyond normal weekly campus hours.

(4) Full-time faculty will be paid either on a semester credit hour or on a semester contact hour (or equivalent) basis, whichever results in greater total compensation for a given course.

ARTICLE XVII

SALARY RATES FOR SUMMER SESSIONS AND EXTENDED TIME FOR FULL-TIME FACULTY
(for standard credit hour courses)

Faculty Rank	Rate Per Semester Credit Hr.		Rate Per Semester Contact Hr. or Equiv.	
	Summer 1989	Summer 1990	Summer 1989	Summer 1990
Instructor	$560	$577	$375	$386
Assistant Professor	663	683	442	455
Associate Professor	758	781	506	521
Professor	863	889	575	592

NOTES: (1) Full-time faculty teaching standard credit-hour courses in the regular summer session or on extended time assignments during that time will be compensated on the basis of the rates established above, in accordance with their regular academic rank.

(2) Services other than instruction will be remunerated on the basis of one credit hour for each one full week's work, defined as forty (40) clock hours.

(3) Full-time faculty teaching standard credit-hour courses in the regular summer sessions are expected to be available for an appropriate number of scheduled hours on campus for student conferences. In addition, they are expected to provide other services to the department, campus or College for student advising.

(4) Full-time faculty will be paid either on a semester credit hour or on a semester contact hour (or equivalent) basis, whichever results in higher compensation for a given course.

(5) Full-time faculty who teach or who are on extended time assignments between the end of the academic year and the start of the regular summer session will be compensated on the basis of the rates established for the current fiscal year.

ARTICLE XVIII

SPECIAL PROBLEMS, INDEPENDENT STUDY, AND LOW ENROLLMENT COURSES

A. Special Problems, Independent Study and Low Enrollment courses may be authorized and assigned by the College and will normally be carried in addition to the regular teaching load for the faculty member who accepts such an assignment. The total overload assignments for faculty who teach these courses will normally not exceed eighteen (18) credit hours.

B. Such courses are offered and assigned within the discretion of the College, as may be accepted by the faculty member, and such courses offered above the normal teaching load may be offered on a self-sustaining basis.

C. Compensation for courses offered as Special Problems, Independent Study or Low Enrollment will be based upon the following formula: thirty-five dollars ($35) per student credit hour for the first student in each course, and thirty dollars ($30) per student credit hour for each additional student, not to exceed the appropriate regular overload or summer rate per credit hour for a regular class.

D. Compensation for Honors projects and/or Honors contracts that may be approved and authorized by the College will be thirty-five dollars ($35.00) per student.

ARTICLE XIX

EMPLOYEE INSURANCE AND ANNUITIES

Health Insurance

Full-time faculty may participate in the health, dental care, life insurance, and long-term disability plans in existence for all employees of the College. The amount and extent of said benefits shall be governed by the appropriate contracts entered into between the College and its insurance carriers. Participation in the insurance plans shall be voluntary on the part of each individual faculty member.

In addition, full-time faculty may participate in accidental death, dismemberment insurance for faculty, spouse and eligible dependent child. The College provides a selection of companies for tax-deferred savings under IRS regulations.

ARTICLE XX

FACULTY PROMOTION IN ACADEMIC RANK

It will be the policy of the Board to provide for a system of promotion in academic rank as a means of recognizing the accomplishments and contributions of faculty members. Promotion will not be automatically attained through length of service or by the accumulation of degree and graduate credits. It must be earned through outstanding service to the students of the College.

It will be the responsibility of the Chancellor, after consultation with appropriate staff members, to establish administrative procedures which will provide for promotion in academic rank, based upon the following guidelines:

A. A faculty member may be considered for promotion if he/she meets the minimum qualifications for the academic rank for which he/she is a candidate and if he/she has served or will have served at least three (3) years in his/her current rank.

B. Criteria to be used in judging the relative merit of candidates for promotion include:

   1. Teaching, instructional resources, and/or counseling effectiveness;

   2. Professional growth and development;

   3. Contributions to department or division activities;

   4. Contributions to campus and College-wide activities;

   5. Participation in community activities.

C. Evaluation methods may include self-evaluation, student evaluation, peer evaluation and administrative evaluation.

D. Individual faculty members will be responsible for making available all pertinent documents that may have a bearing on their promotion for possible inclusion in the personnel file

E. Candidates for promotion to Assistant Professor will be reviewed by appropriate administrative staff. Candidates for promotion to Associate Professor will be reviewed by appropriate administrative staff and by the appropriate divisional committee. The College Presidents will forward their recommendations to the Chancellor.

F. Campus-wide promotion committees will be utilized for review of candidates for promotion to full Professor. The Committee report will list candidates for promotion in rank order of promotion points. The College President, after reviewing the Committee report and the recommendations of the Associate Deans and Deans, will submit his/her own recommendation to the Chancellor. The College President also will forward the Committee report and the Associate Deans' and Deans' recommendations to the Chancellor.

G. The campus promotion committee report is advisory. Division Associate Deans, Deans of Instruction and Deans of Student Services, or Presidents are free to make recommendations for promotion which do not reflect the rank order of candidates reported by the Committee.

H. The Chancellor, after reviewing the recommendations from the campuses, will forward his/her recommendations to the Board. All levels of recommendations shall be available to the Board for their review. The Board will consider those candidates recommended by the Chancellor and will act on promotions.

I. All candidates will be notified and informed of their summary evaluation and status. This information includes the faculty promotion evaluation summary form and copies of the letters of recommendation from campus President, Dean of Instruction, and Associate Dean/ Director.

ARTICLE XXI

DUES AND PAYROLL DEDUCTIONS

The College honors written requests for payroll deduction from wages on a monthly basis. Further, as long as the Association is recognized as the representative of the full-time faculty of the College, the following procedures will be in effect:

A. The College shall deduct from the pay of each faculty member, all current membership dues of the Association, provided that at the time of such deduction there is in the possession of the College a valid, unrevoked continuing membership or equivalent payment written authorization form, signed by such faculty member, and expressly authorizing such deductions. The Association shall provide the College with the executed authorization forms for the faculty members, specifying the amount of dues to be deducted from the salary of each faculty member signing such dues deduction form for the current academic year.

B. The College shall endeavor to remit all amounts appropriately deducted to the treasurer of the Association within fifteen (15) working days after such deductions are made. The Association shall indemnify and hold the College and its authorized representatives harmless against any and all claims, demands, suits, or other forms of liability that may arise from or by reason of action taken by the College for the purpose of complying with the terms of this Dues and Payroll Deduction provision, or in reliance upon any list, notice, assignment or deduction form furnished by the Association pursuant to this provision.

C. The written and executed dues deduction form shall remain in effect from year to year, unless revoked in writing by the respective faculty member. Upon written receipt of a revocation, the College shall so notify the Association in writing. The revocation shall be implemented in the payroll period following the payroll period in which the revocation notice is received by the College.

D. The College will honor a faculty member's written request to make a payroll deduction from wages on a

monthly basis and pay over said deductions to a designated organization for the following categories of organizations:

1. United Way of Greater St. Louis;

2. Arts and Education Fund of Greater St. Louis;

3. Any organization which has been selected as an exclusive bargaining agent by the faculty of the College, pursuant to Missouri law and in an election recognized by the College; and

4. Any professional organization for which at least seventy-five (75) full-time faculty make a written request for a payroll deduction from their wages for periodic payment to such organization.

ARTICLE XXII

PAID LEAVES OF ABSENCE

A. Sabbatical Leaves - Full-Time Faculty

1. Sabbatical leaves may be applied for and may be granted to members of the full-time faculty who will have completed at least six (6) years of full-time service with the College prior to the beginning of the requested sabbatical. The Board of Trustees may limit the number of such leaves for any given year when conditions warrant, but normally the number of sabbatical leaves authorized for the next academic year shall not exceed five (5) percent of the number of full-time faculty employed as of the start of each current academic year. Unless unusual circumstances exist, the Board of Trustees shall consider the Chancellor's recommendations for sabbatical leaves to be granted for the next academic year at its regularly scheduled meeting during the month of January.

2. The purpose of sabbatical leave is to provide opportunities for individual professional development, retraining and growth if such leave activities will benefit the institution or the College and serve to revitalize the individual.

3. Sabbatical leaves may be granted either for one semester at full pay, for one academic year at half pay or fifteen (15) hours spread over two (2) summers. Pay for summer sabbatical will be determined by the summer pay schedule of the year in which the sabbatical was granted. All of an individual's summer sabbatical will count as part of the total College allotment in the first year of the summer sabbatical. No additional sick leave or seniority will accrue during summer sabbaticals. No part-time teaching or other service for compensation shall be engaged in during such sabbatical leave unless it is approved by the campus President or where it is part of the approved purpose of the leave. In those cases when sabbatical leaves are granted in which such service for compensation is involved, the amount earned from outside sources shall be deducted in proportion from the amount of normal compensation, including standard overload, paid by the College, up to but not beyond the total

annual salary paid by the College. Fellowships or other assistance in research may be accepted without any loss of sabbatical leave pay provided the request for leave fully sets this forth as part of the application.

4. Faculty members who receive sabbatical leaves have a contractual obligation to return and to provide normal services for at least one full year after the leave is completed. Release from such contractual obligation, if requested, may be granted by the Board of Trustees. In most instances where a request is made, release from the contractual obligations will be granted only under unusual circumstances, and the faculty member would be expected to reimburse the College for all compensation received from the College during the sabbatical leave period.

5. Faculty members who receive sabbatical leaves shall upon their return, present reports regarding the use and effectiveness of their leave. They may apply for additional sabbatical paid leaves which would commence after at least six (6) years of full-time service subsequent to their return from the previous sabbatical leave.

6. Full-time faculty on sabbatical leave shall continue to receive all fringe benefits when permitted by the carrier(s), under the same conditions as though they were not on sabbatical leave.

7. Medical leave days shall accrue under the same conditions as though the full-time faculty member were not on sabbatical leave, except summer.

8. When a full-time faculty member is on sabbatical leave, s/he shall retain his/her full-time faculty status for the purpose of placement on the salary schedule for the next year.

9. Contributions to the Public School Retirement System of Missouri shall continue as they normally would for the full-time faculty member on sabbatical leave, except summer.

10. Salary payment due faculty on sabbatical leave shall be made the same as full-time faculty.

B. Retraining Leaves

1. Retraining leaves may be applied for and may be granted to members of the full-time faculty. Normally, the number of paid retraining leaves at the College shall not exceed five (5) in any calendar year and are to be counted as a part of the maximum five (5) percent limit for sabbatical leaves.

2. The purpose of retraining leaves is to provide opportunities for full-time faculty to acquire knowledge to be qualified to teach new subject matter.

3. Retraining leaves are subject to the same conditions, procedures, and restrictions as are applicable to sabbatical leaves.

C. Medical Leave

Whenever any full-time faculty member is compelled to be absent from duty due to temporary medical disability, illness or injury, he/she shall be allowed full compensation for accrued medical leave. Faculty may accumulate medical leave at the rate of 1.2 days or 9.6 hours per month worked for a maximum of twelve (12) days per calendar year.

Faculty may accumulate the unused portion of medical leave up to a maximum of one hundred twenty (120) days or nine hundred sixty (960) hours. No payment will be made to any staff member for time accrued upon termination of employment.

Faculty may also receive full compensation for accrued medical leave when he/she is compelled to be absent from duty due to temporary medical disability, illness or injury of a member of his/her immediate family. Members of the immediate family are defined as: mother, father, foster parents, husband, wife, son, daughter, brother or sister, grandparents, current mother-in-law or current father-in-law, or any relative living in the immediate household.

Medical leave will apply to full-time faculty members who were under contract the previous year and have

accepted a contract for the succeeding year and who are employed part-time during the summer sessions. A staff member may, therefore, use his/her accumulated medical leave during the summer employment and overload period in the same manner as he/she would during the regular contract year.

Medical leave may apply to overload pay. Overload classes missed will be charged four (4) hours against sick leave for each class missed. A faculty member may instead choose to relinquish pay for any overload class they miss.

D. Personal Leave

Personal leave may be granted faculty members for a variety of personal reasons.

An employee may use up to four (4) days per fiscal year (July 1 through June 30) for personal reasons. Such days will be deducted from the employee's accumulated medical leave.

E. Bereavement Leave

Faculty members are entitled to four (4) days of absence without loss of salary for the death of any member of his/her immediate family, as defined under "Medical Leave".

F. Jury Duty/Subpoena

In the event that any faculty member shall be summoned as a juror or subpoenaed as a witness in any judicial proceeding, he/she shall suffer no loss of pay from the College for his/her necessary absence from his/her employment.

ARTICLE XXIII

UNPAID LEAVES OF ABSENCE

A. Military Leave of Absence

Military Leave of Absence will be granted by the College to any full-time faculty member who enters the active military service, including National Guard or Reserve Duty or training and examination for military fitness. The faculty member will be reinstated by the College in the position held prior to taking such leave, or to a position of like seniority, status and pay, if all eligibility criteria for reemployment rights are met (Title 38 U.S. Code, Sections 2021, et seq., and Section 40.490 RSMo), unless the College's circumstances have so changed as to make it impossible or unreasonable to do so.

The time served in military service shall be included as years of service for retirement purposes, and for those employees released from military training or service on or after December 3, 1974, the time served shall be included as years of service for retirement and seniority purposes.

Military Leaves of Absence shall be unpaid, except in the following circumstances: Full-time faculty members who are members of the National Guard or of any Reserve component of the Armed Forces of the United States, shall be entitled, if required in accordance with applicable law, to a leave of absence without loss of time, pay, regular leave, or of any other rights or benefits for all periods of military duty or training in the service of the State at the call of the Governor, regardless of length of time of such service, and for military duty in the service of the United States for a period not to exceed fifteen (15) calendar days in any Federal fiscal year (October 1 to September 30). Before any payment of salary is made covering the period of leave, the full-time faculty member shall submit certification from the faculty members' commanding officer of performance of duty pursuant to official orders.

B. Legislative Leave

A faculty member who is elected to the General Assembly of Missouri shall be entitled to an unpaid leave of absence for the entire semester in which the General Assembly is in session. Time served shall count toward accumulated seniority.

C. Prolonged Illness

In the event of prolonged illness, a leave of up to three (3) years may be granted by the Board of Trustees to a faculty member with continuing status. In the event of prolonged illness, probationary faculty may be granted a leave by the Board of Trustees, not to exceed one (1) semester.

D. Other Unpaid Leaves

Other leaves may be granted to staff members by the Board of Trustees, upon recommendation of the Chancellor, and shall be without compensation. Such leaves shall not exceed one (1) year in duration except that in cases of emergency, the Board may consider requests for longer periods.

E. Fringe Benefits During Leave

During a leave of absence, the fringe benefit program may be continued at the full expense of the staff member, for up to one year in accordance with College policy in effect at the time of the leave. Staff on military leave of absence or prolonged illness leave may continue fringe benefits during the leave. No College funds will be expended except in the case of sabbatical leaves where staff members concerned are given the same consideration as any other contractual employee.

F. Visiting Professor/Artists

College faculty who hold approved appointments at other institutions or businesses shall have future salary increases as though they were on the College staff.

ARTICLE XXIV

RETIREMENT

A. Mandatory Retirement

No member of the staff who holds continuing status as set forth in Article IX.A.2. shall be employed by the College on a full-time basis for any fiscal or contract year following the year in which she/he attains the age of seventy (70) years.

B. Full-Time Faculty Early Retirement Incentive Program

1. Those full-time faculty members who have been full-time employees of the College for twenty (20) consecutive semesters and are 55 years of age may elect to retire from full-time employment as "early retirees".

   An additional manner in which a faculty member may be eligible for early retirement: Thirty (30) years coverage in the Missouri Public School Retirement System, and full-time employment by the College for twenty (20) consecutive semesters, regardless of age, would also qualify a faculty member for early retirement. The percentage amount to be utilized for a full-time faculty member who is eligible for the early retirement incentive pursuant to the provision relating to thirty (30) years coverage in the Missouri Public School Retirement System, and twenty (20) consecutive full-time semesters employment by the College, will be the same percentage amount (3.0%) set forth for age 55 faculty members who are eligible for the early retirement incentive. (The one-time payment to an early retiree to be calculated only by using the consecutive full-time semesters employed by the College).

2. An early retiree shall receive a one-time payment according to the following scale:

Age At Retirement	Percentage of Faculty Member's Contract Salary To Be Multiplied By The Number Of Consecutive Semesters Of Full-Time Employment
64	0.5% times number
63	1.0% of semesters
62	2.0%
61	2.1%
60	2.3%
59	2.5%
58	2.6%
57	2.7%
56	2.8%
55	3.0%

3. The early retiree may defer the one-time payment over three (3) years. Deferred payments that are undistributed at time of death of the retiree shall be paid to their designated beneficiary.

4. The early retirement incentive payment will be based on the contractual salary in the year the retirement is approved.

5. Age at early retirement will be the age which the early retiree reached at his/her last birthday.

6. Early retirement declaration must be made no earlier than one (1) year prior to retirement nor later than one (1) semester prior to retirement date. Retirement must be at the end of a semester. The requirement of one (1) semester notice may be waived by the Chancellor.

7. Approved unpaid leaves of absence and up to six (6) semesters as a "RIFed" faculty member will not interrupt consecutive semesters of service, but will not be treated as semesters of employment.

8. Paid leaves of absence, including sabbatical leaves, will not interrupt consecutive semesters of service and will be counted as semesters of service.

9. The early retiree will have the option of remaining a participant in College group medical programs until age seventy (70). The College will continue

the same contribution toward premiums as other full-time faculty for early retirees until age sixty-five (65), or five (5) years, whichever is reached first. After five (5) years, the faculty member may continue College group medical and life insurance by paying the total premium until age seventy (70). This is subject to approval by the insurance carriers.

10. Declaration of early retirement shall be made on forms provided by the Personnel Services Department.

11. No faculty member may be required or coerced by the College to elect early retirement.

12. The College shall provide group counseling, as determined by the College, for prospective early retirees who desire to participate.

13. The early retiree will have available the privileges as outlined in paragraph C.

14. The maximum incentive for any faculty member shall not exceed 100% of salary.

15. The potential early retiree may request of the Personnel Services Department a statement on the estimated amount of early retirement benefits. Such statement will be provided as soon as possible after all necessary information is verified.

16. The Board of Trustees may limit participants in any one year or eliminate the incentive plan when in the best interests of the College.

C. Retirement Privileges

Emeritus staff are those staff who have retired after ten (10) years' service to the College and are eligible to receive a retirement allowance from the Public School Retirement Plan of Missouri. The following privileges are available to emeritus staff:

1. Staff parking privileges at all locations upon securing a valid parking sticker as is required of staff members.

2. Library privileges at College libraries.

3. Emeritus staff may continue the College group medical insurance upon retirement until age seventy (70). The emeritus staff member selecting such insurance would pay the full costs involved. The College dental insurance contract does not permit extension of dental coverage.

4. Emeritus staff will be given preferential consideration in the assignment of part-time teaching which is available at their campus and for which the faculty member is qualified to teach. Such preferential treatment is subject to satisfactory performance as a part-time instructor. First preference for part-time employment will cease at age seventy (70).

5. Emeritus staff members, dependents, and spouses will have available maintenance fee waivers for courses at the College.

ARTICLE XXV

EMPLOYMENT OF FAMILY MEMBERS AND EDUCATIONAL BENEFITS FOR EMPLOYEES AND EMPLOYEES' FAMILIES

A. All officers and full-time employees of the College and their immediate families may attend courses offered by the College without payment of either tuition or maintenance fees - provided, however, that individuals shall be subject to the same rules, regulations and entrance requirements as the regular students of the College. Immediate family members shall include the spouse of any such officer or full-time employee and any dependent child or children of any said officer or full-time employee as the term dependent is defined by the Internal Revenue Code of the United States.

Immediate family of deceased full-time employees who serve with the College at least ten (10) years may attend courses offered by the College without payment of either tuition or maintenance fees - provided, however, that all individuals shall be subject to the same rules, regulations and entrance requirements as other students.

B. Family members of faculty may be employed by the College except that faculty shall neither directly initiate, participate in or influence College decisions involving a direct benefit (initial appointment, retention, promotion, salary, leave of absence, etc.) to members of their immediate families. Members of the immediate family are defined as mother, father, foster parents, husband, wife, son, daughter, brother, sister, or any other person generally considered to be a member of the immediate household.

ARTICLE XXVI

FACULTY GRIEVANCE PROCESS

A. Purpose

The purpose of the Faculty Grievance process is to secure, at the lowest possible administrative level, prompt and equitable solution to individual grievances of members of the faculty.

B. Definitions

1. Grievance--A "grievance" is a claim by one or more faculty members that he/she/they has or have suffered injury or damage because of a misinterpretation, misapplication, or violation of a provision of this Statement of Understandings, or any relevant Board Policies, or relevant Administrative Procedures, rules or regulations that may be otherwise directly applicable to the wages, hours and working conditions of faculty members.

2. Grievant--A "grievant" is the individual faculty member or members filing a grievance. Multiple grievances filed simultaneously over a common occurrence or event may be processed in a joint action.

3. Working Day--A "working day" means a calendar day except a Saturday, Sunday, a scheduled holiday or recess observed by the College. The aggrieved party reserves the right to initiate in the fall any grievances which occur after the conclusion of the spring semester.

4. Advisor--The grievant's "advisor" shall be the person selected by the grievant to provide advice, support, consultation and representation at any point during the grievance process. A grievant may select the Association's grievance representative as his or her "advisor", and no faculty member may be required to discuss any formal written grievance if he or she requests the presence of such representative and the representative is not then available. The grievant may have more than one "advisor" present at any hearing, commencing at Step 3 of the grievance procedure, if he or she so requests.

C. Steps in Grieving

Any grievance shall be presented through the following procedure although the grievant is urged to discuss items informally within the department and/or with the immediate supervisor before filing a formal written grievance. In any informal meeting of an investigative nature between a faculty member and an administrative representative, in which the administrator is seeking information in order to impose discipline, the faculty member shall have the right to be accompanied by an "advisor".

Step 1--Within thirty (30) working days after the event or occurrence giving rise to the alleged grievance, or within thirty (30) working days from the date on which the faculty member should have reasonably known of its occurrence, the grievant shall present the grievance in writing to the appropriate Associate Dean or Director. The statement of grievance shall include:

a) The name of the aggrieved party,
b) A statement of the facts upon which the grievance is based,
c) Identification of all provisions of this Statement, or other relevant Board Policy or relevant Administrative Procedure alleged to be violated,
d) The date on which the event or occurrence first occurred,
e) The date of the initial submission of the grievance in writing,
f) Such other information which the grievant deems relevant, and
g) The remedy or relief requested.

The Associate Dean or Director shall conduct an investigation, hold a conference and render a decision to the grievant in writing within five (5) working days after receipt of this grievance.

Step 2--In the event the aggrieved party is not satisfied with the decision at Step 1, he/she may, within five (5) working days of receiving the decision, present an appeal in writing to the appropriate Dean. With this appeal shall be included a copy of the original grievance accompanied by all documents and a reply of the Associate Dean or Director participating at Step 1.

The Dean, or an authorized representative, shall conduct an investigation, hold a conference and render a decision to the aggrieved party, in writing, within five (5) working days after the receipt of the appeal.

Step 3--In the event the aggrieved party is not satisfied with the decision at Step 2, he/she may within five working days of receiving the decision, present an appeal in writing to the President of the campus. With this appeal shall be included a copy of the original grievance and the replies received in Step 1 and Step 2.

The President, or an authorized representative, shall conduct an investigation and hold a conference within ten (10) working days after receipt of the appeal. Participants in the conference will include the President, the grievant, the appropriate Dean, the grievant's advisor, and such other persons requested by either the administration or the grievant. The President, or an authorized representative, shall render a decision and the reasons for that decision, in writing, within five (5) working days after the conference.

Step 4--In the event the aggrieved party is not satisfied with the decision at Step 3, he/she may within five (5) working days of receiving the decision, present an appeal in writing to the Chancellor. With this appeal shall be included a copy of the original grievance and the replies in Steps 1, 2, and 3.

Within ten (10) working days after receipt of the appeal, the Chancellor, or an authorized representative, shall conduct an investigation and may hold a conference or render a decision upon examination of the record. Participants in a conference will include the Chancellor, the campus President, and the grievant and may include the appropriate Dean, the grievant's advisor, and such other persons requested by either the administration or the grievant. Nonavailability of such a representative shall not be a basis for extending the deadline without mutual consent. The Chancellor shall render a decision to the grievant, in writing, within ten (10) working days after the conference or examination of the record.

Step 5--In the event the grievant is not satisfied with the decision at Step 4, the aggrieved party may exercise one of the following alternatives, depending upon the nature of the grievance and whether mutual consent is

obtained. Without mutual written consent of the Chancellor to proceed under alternative b), a grievant desiring to appeal a grievance not involving the grievant's dismissal, has only alternative a) as his/her sole option to appeal.

Alternative a): The grievant may submit an appeal in writing to the Board of Trustees within five (5) working days from the decision in Step 4. With this appeal shall be included a copy of the original grievance and the findings received in Steps 1, 2, 3, and 4 and such other statements or information which the grievant deems relevant.

The Board will consider the grievance at its next regularly scheduled executive session and take such appropriate steps to review the grievance that it deems advisable which may, in the Board's discretion, include providing the grievant with a hearing at the earliest practicable executive session of the Board. Where the Board grants a grievant a hearing, only those Board members present at the hearing will be eligible to vote in deciding the grievance - provided, however, any Board member who was not present at the hearing may be granted the right to vote with the unanimous consent of all of those Board members present at the hearing. The Board will notify the grievant of its decision, in writing, within ten (10) working days from the conclusion of its action.

Alternative b): The grievant may request the naming of an independent advisory arbitrator only for those grievances concerning dismissal, or for such other specific grievances as the Chancellor in consultation with the Board of Trustees may mutually agree in writing to authorize proceeding under alternative b). The grievant and the Chancellor shall attempt to find an impartial advisory arbitrator who is mutually acceptable. In the event that they cannot agree on a mutually acceptable advisory arbitrator, they shall select one by alternately striking names from a list furnished by the Federal Mediation and Conciliation Service with the last name remaining being the advisory arbitrator.

The advisory arbitrator shall hold a hearing within a reasonable time after being appointed but, in no event, more than twenty (20) working days from appointment. The advisory arbitrator shall prescribe the hearing procedure and the hearing shall be held as agreed upon by

the grievant and the administration or if no agreement can be reached, as specified by the advisory arbitrator.

The advisory arbitrator shall issue an advisory recommendation, in writing, no later than twenty (20) days from the end of the hearing. Said advisory recommendation shall include findings of fact and separate conclusions and recommendations. The advisory arbitrator shall limit the advisory recommendation strictly to the application and interpretation of the provisions of the Statement of Understandings, including applicable Board Policy and/or Administrative Procedures, and shall be without power or authority to make recommendations: 1) contrary to, or inconsistent with, or modifying or varying in any way terms of Policy or Procedures, or 2) limiting or interfering in any way with the powers, duties, and responsibilities of the Board under applicable law.

At the next regularly scheduled meeting, the Board, in executive session, will consider the grievance and the advisory recommendations of the advisory arbitrator. The Board may accept (in whole or in part), modify or reject the advisory arbitrator's recommendatory findings of fact and conclusions. The Board, at the written request of the faculty member, shall conduct a hearing at this time and will notify the grievant, in writing, of its decision and the reasons for its decision within ten (10) working days from the date of such hearing.

The advisory arbitrator's fees and other expenses shall be payable in equal amounts by the Board and the grievant.

D. Failure to Render a Decision or to Appeal

Failure to render a decision at any step of this procedure within the specified time limits shall permit the grievance to proceed to the next step.

Failure of the aggrieved party to appeal a decision at any step within the specified time limits shall constitute a termination of the grievance.

The time limits specified in this policy may be extended by mutual consent, evidenced by written agreements. Any incident or occurrence giving rise to a grievance within fewer than thirty (30) working days prior to the end of the spring semester, other than a dismissal, may be

grieved within thirty (30) working days after the beginning of the following fall semester.

E. Grievance Level

The initial filing of the grievance should occur at the lowest appropriate administrative level at which a recommendation or action has been initiated or occurred leading to the grievance.

F. No Reprisals

No reprisals of any kind shall be taken by the Board or by any member of the administration against a faculty member because of his/her participation in this grievance process.

G. Separate Grievance File

All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate confidential grievance file and shall not be kept in the personnel file of any of the participants.

H. Meetings and Hearings

All meetings and hearings under this process shall not be conducted in public and shall include only the parties and their designated counsel, as well as necessary witnesses. All meetings or hearings will be scheduled so as to not interfere with the grievant's work schedule.

I. Withdrawal of Grievance

A grievance may be withdrawn, in writing, at any time without prejudice or precedent.

J. Complaints of Discrimination

This Faculty Grievance Process shall be applicable for resolution of complaints of discrimination as prescribed by the Rules and Regulations of the following Acts: Fair Labor Standards Act 1938; Equal Pay Act of 1963; Title VII of the 1964 Civil Rights Act; Executive Order 11246, 1964; Age Discrimination in Employment Act of 1967, as amended; Title IX of the Education Amendment of 1972; Section 504 of the Rehabilitation Act of 1973.

K. Cooperation

The Board and the Administration shall cooperate with the Association in its investigation of any grievance and, further, will furnish the Association with such relevant nonconfidential information as is requested and as is reasonably necessary for the processing of any grievance.

ARTICLE XXVII

REDUCTION IN FORCE

A. Before reduction-in-force notification is given to specific faculty members, the administration will consider appropriate alternatives to layoff. These alternatives include but are not necessarily limited to:

1. Use of standard credit community service assignments as part of load.

2. Normal faculty attrition.

3. Voluntary early retirement.

4. Splitting of a full workload assignment between two or more campuses.

5. Transfer to another campus where the administration has formally identified that a vacant position exists.

6. Use of retraining leaves.

7. Termination or layoff of probationary faculty.

8. Nonemployment of part-time faculty.

9. Reduction of overload assignments.

The application of the above alternatives must be feasible, must insure instructional viability, and must consider program continuity, instructional specialization, affirmative action and staffing guidelines.

B. If, in the judgment of the administration, it is necessary to decrease the number of continuing status faculty at any campus because of: 1) financial considerations, 2) a decrease in student enrollment, or 3) program reduction, consolidation, or elimination, the necessary number of full-time faculty may be placed on layoff status without pay. The following criteria will be applied:

1. Subject to program continuity and instructional specialization, considerations and limits established by staffing guidelines, part-time and probationary staff will be terminated first.

2. Within the limits of program continuity and instructional specialization, continuing status faculty will be laid off on the basis of district seniority within instructional departments or equivalent units. Seniority is determined by the initial date of full-time employment.

3. Affirmative action considerations will be taken into account to modify the seniority principle when it appears to be necessary in the judgment of the administration.

4. Continuing-status faculty members placed on layoff will be placed on a recall list on the basis of reverse order of layoff and recalled in accordance with the instructional needs of the campus, up to the end of three (3) years after layoff.

5. Notice of reduction in force will be given in writing to continuing-status faculty members no later than December 15 if the contract appointment expires at the end of that academic year or, if a contract terminates during an academic year, at least four (4) months in advance of its termination. The administration will attempt to give earlier notice where it is judged by them to be feasible. Notification will include a statement of the condition which led to the reduction in force.

6. Notice of recall will be given by certified mail to the last known current address of the faculty member. If the faculty member fails to respond within fourteen (14) calendar days from receipt of the recall notice, he/she will be considered to have refused the position offered.

7. Failure to accept alternatives to layoff, if offered, will not jeopardize the laid-off faculty member's recall rights or place on the recall list.

8. RIFed faculty retain rights to use campus facilities, obtain parking stickers, tuition waivers, and insurance benefits at their own cost so long as they are on the recall list. They shall

have priority for any part-time work in the equivalent department anywhere in the District.

9. The College will provide the laid-off faculty assistance in seeking alternative employment. Such assistance will include notification of vacancies at other institutions and preparation and printing of resumes. All District vacancy information, including administrative and classified positions, will be released to the laid-off faculty.

ARTICLE XXVIII

NONRENEWAL OF CONTRACT

At the discretion of the College, probationary full-time faculty may be subject to nonrenewal of contract on an annual basis. Notice of nonrenewal of contract must be given in writing by the Chancellor no later than sixty (60) days prior to the termination of the employee's contract.

All full-time faculty with three (3) years or less of satisfactory service to the College will hold status as probationary employees.

ARTICLE XXIX

DISMISSAL

Faculty members may be discharged during the term of contract for one or more of the following causes: non-professional conduct; dishonesty or fraud; incompetency in the line of duty; violation of Board policies; conviction of a felony; physical or mental incapacity which prevents the employee from carrying out his/her assigned duties; or, failure to comply with the terms and conditions of the written contract between the College and the employee.

Pending the final grievance action, a faculty member may, at the discretion of the Chancellor, be relieved of his/her duties or any part thereof, but without penalty as to pay.

ARTICLE XXX

RESIGNATIONS

Faculty are expected to fulfill obligations for the entire length of the contract. Staff who leave during the contract term will not resign in good standing unless such resignations are due to unusual circumstances and approved by the Chancellor and the campus President.

Except under unusual circumstances, faculty are expected to give a minimum of sixty (60) days' notice prior to the end of the contract in the event they plan not to accept a new contract for the succeeding year.

ARTICLE XXXI

WORKING CONDITIONS

A. The College recognizes the need to continue to provide the necessary equipment and materials normally associated with community college-level instructional programs. Accordingly, the College will continue to provide faculty members with sufficient typing, duplicating, copying stencil, mimeograph and related materials deemed necessary for preparation of instructional material.

B. The College recognizes the need to continue to provide the appropriate work environment for the full-time faculty, including adequate office space, with appropriate appointments needed to carry out instructional duties. The office space shall be adequately lighted with proper heating and ventilation. The College shall also continue to provide adequate clerical support for the full-time faculty.

ARTICLE XXXII

SAVINGS CLAUSE

If any provision of this Statement of Understandings or any application thereof to any full-time faculty member is held by a Court of the State of Missouri or by a Federal Court to be contrary to law, then such provision or application will be deemed invalid, to the extent required by such Court decision, and all other provisions or applications shall continue in full force and effect, subject to applicable law and the rights of the Board of Trustees. If the law of the State of Missouri is changed to allow binding agreements covering public faculty bargaining units, this Statement of Understandings shall not be deemed binding without a designation to such effect by the Board of Trustees. Pending such a designation, this Statement of Understandings will remain in effect on the same basis as previously. The Board of Trustees may refer all or portions of this Statement of Understandings back to the representatives of the College and of the Association for further discussion, consideration and recommendations, in the event that a provision or any application thereof, as referred to in this Article XXXII, is held to be contrary to law.

ERIC Clearinghouse for Junior Colleges

SEP 14 1990